

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i>	5. ITEMS TO BE PURCHASED <i>(Brief description)</i>
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6. PROCUREMENT INFORMATION *(X and complete as applicable)*

<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

a. NAME <i>(Last, First, Middle Initial)</i>		b. ADDRESS <i>(Include Zip Code)</i>
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i>	d. E-MAIL ADDRESS	

9. REASONS FOR NO RESPONSE *(X all that apply)*

<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/> e. OTHER <i>(Specify)</i>	

10. MAILING LIST INFORMATION *(X one)*

WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
11a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>		(2) TITLE	
(3) SIGNATURE		(4) DATE SIGNED <i>(YYYYMMDD)</i>	

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
				<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)					
7. ISSUED BY				CODE	8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶ ITEM

24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY
CODE	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
	(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Notes to Offeror

1. This is a Firm-Fixed Price, Indefinite-Delivery Indefinite-Quantity (IDIQ), performance based contract, which allows the Contracting Officer to make monetary reductions and/or negative marks to the contractor's Past Performance Evaluation when an Acceptable Performance Level (APL) is not met. The offeror is cautioned to read FAR Clause I.118 and the APL (Attachment XI) closely before submitting its proposal.
2. This procurement is a 100% Small Business Set-Aside.
3. This solicitation requires a standard thirty (30) calendar day pickup timeframe, with the exception of expedited removals as listed in the bid schedule.
4. This solicitation requires the transportation and disposal of RCRA wastes, non-RCRA wastes, Compressed Gas Cylinders (CGCs), and Polychlorinated Biphenyls (PCBs), and to provide various related services.
5. Some waste ordered under this contract requires the contractor to furnish Certificates of Recycling and/or Certificates of Disposal. The offeror is cautioned to read the clauses on PCBs, C.2.2; Compressed Gas Cylinders, C.2.3; and Demilitarization of Government Property, C.2.5.
6. Publications and attachments applicable to this contract will be made available upon request. It should be noted that during the solicitation and life of this contract, the Government may make changes, additions, or deletions to those listed.
7. The offeror is cautioned that some requirements for information and plans are required before start of work under this contract (see C.2.1.4).
8. This solicitation includes Clause L.64 (FAR 52.215-1) with Alternate I that permits the Government to award without discussion, but reserves the right to conduct discussion should it be necessary. For this reason, offerors are cautioned to submit their best price in their initial offer.
9. Offerors are advised to read and follow precisely the offer submission procedures set forth in Clause L.39. The e-mail address for all submissions:
hazardouscontractseast@gem.dla.mil
10. Offerors are reminded to provide all of the information and certifications required by Sections G, H, I, K, and L with their offer.

11. Most clauses and provisions are not in full test. To obtain such provisions and clauses, attachments, and enclosures use the hot links provided or the referenced website(s).
12. All offeror questions are due by May 12, 2006. The Government is under no obligation to provide answers to questions submitted after that date.
13. Solicitation closes 4:00 pm on Friday May 26, 2006.

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

Ref No.	Title	Reference	Date
B.0	CLAUSES INCORPORATED BY REFERENCE	FAR 52.252-2	Feb 1998
	<p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at these addresses:</p> <p> http://www.dla.mil/j-3/j-336/icps.htm http://farsite.hill.af.mil/ http://www.drms.dla.mil/newproc/html/clauses.html http://www.arnet.gov/far/ </p>		
B.1	SERVICES	DRMS 52.217-9R05	Mar 1993
B.2	BASIC AND OPTION PERIOD PRICING	DRMS 52.217-9R06	Mar 1993
	<p>(a) Pages 9A1 through 9A6 are the estimated generations for the 18-month Base Period. Pages 9B1 through 9B6 are the estimated generations for the First 18-month Option Period. Pages 9C1 through 9C6 are the estimated generations for the Second 18-month Option Period.</p> <p>(b) blank 1 [18-month Base Period] blank 2 [First 18-month Option Period] blank 3 [Second 18-month Option Period] http://www.drms.dla.mil/special/fillins/b2.doc </p>		
B.4	BASIC AND OPTION PERIOD UNIT PRICING	DRMS 52.217-9R07	Jan 2000
B.5	CONTRACT MINIMUM/MAXIMUM	DRMS 52.217-9R08	Nov 2005
	<p>A. This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10% of the estimated value of the period. The maximum for the base and each of the priced options shall be 200% of the estimated value of the period.</p> <p>B. Clause F.10 allows the Government to unilaterally extend the contract for up to six (6) months at the end of either the base or any option period. The per</p>		

month minimum guarantee under the extension shall be computed using the same percentages as those in paragraph A above, to the monthly estimated price derived from the total estimated value of that period.

**DRMO-Fort Jackson, SC
Pick-up Point Locations**

Point of Contact

Linda Wilson, Linda.Wilson@dla.mil
DRMO-Fort Jackson – (803) 751-1849 or DSN: 734-1849

Pickup Point Locations, to include, but not limited to the locations set forth below

DRMO Jackson
1916 Ewell Rd.
Fort Jackson, SC 29207

Shaw AFB
Bldg 1986
120 Kingfisher Rd.
Shaw AFB, SC 29152

HQ USATC & Fort Jackson
Columbia, SC 29201-5670

Charleston Naval Shipyard
Charleston, SC

USCG Station Georgetown
355 Marina Drive
Georgetown, SC 29440

McEntire ANG Station
1325 South Carolina Rd.
Eastover, SC 29044-5020

SPAWAR Systems Center Charleston
Bldg 187 Shipyard
1690 Ave. A South
North Charleston, SC 29408

HW Facility
2316 Redbank Rd.
B2332
Goose Creek, SC 29445

Poinsett Electronic Combat Range
Highway 261
Wedgefield SC 29168

USPFO 679# Engineer Det
5411 Leesburg Rd.
Eastover, SC 29044

Wateree Recreation Area
2030 Barron De Kalb Rd.
Camden, SC 29020

Francis Marion USAR Center
201 South Cashua Dr.
Florence, SC 29504

USAR Facility
904 West Liberty St.
York, SC 29745

Bldg 360 Army
103 Guidance Road
Goose Creek, SC 29445

USP & FO
9 National Guard Rd.
Columbia, SC 29207-4766

Columbia Memorial USAR Center
5166 Forest Drive
Columbia, SC 29206

USAR Center
1500 Bluff Rd.
Columbia, SC 29201

USPFO 251 RAOC
1100 Fish Hatchery Rd.
West Columbia, SC 29172

Aiken Memorial USAR Center
1984 Whiskey Rd.
Aiken, SC 29803

Orangeburg Memorial USAR Center
1420 John C Calhoun Drive, SE
Orangeburg, SC 29115

Army Corp of Engineers
St. Stevens Power House
St. Steven, SC 29479

AMSA 121-G
7219 Cross Country
North Charleston, SC 29406

Rock Hill Memorial USAR Center
515 South Cherry Rd.
Rock Hill, SC 29703

COL H Broad USAR Center
1400 W O Ezell Blvd
Spartanburg, SC 29301

Heyward Mahon, Jr Facility USAR Center
2201 Laurens Rd.
Greenville, SC 29607

Thomas Kukowski USAR Center
220 Perimeter Rd.
Greenville, SC 29605

USAR Center #3
1003 Grove Rd.
Greenville, SC 29605

Thomas Dry Howie USAR Center
1514 Highway 221 East
Greenwood, SC 29649

USAR Center, Clemson
355 Anderson Highway
Clemson, SC 29631

Charles F Durham, Jr USAR Center
805 East Whitner St.
Anderson, SC 29624

Charleston AFB North Auxiliary Field
141 Slab Landing Rd.
North, SC 29112

437 CES/CEV
100 West Stewart Avenue
Charleston, SC 29404-4827

Charleston USAR Center #2
1050 Remount Rd.
North Charleston, SC 29406

Premier USAR Center
3294 Ashley Phosphate Rd.
North Charleston, SC 29418

US Naval Hospital
3600 Rivers Avenue
North Charleston, SC 29405-7769

Naval Station Annex
Off Feamount Rd.
North Charleston, SC 29406

MWR Sport Station
Route 5, Box 1192
Off Hwy 52
Moncks Corner, SC 29461

Charleston Naval Complex
Bldg 1824, Kilo St.
North Charleston, SC 29419-9010

USCG Sector Charleston
196 Tradd Street
Charleston, SC 29401

Charleston Naval Complex
Bldg 2513
North Chaleston, SC 29419-9010

Marine Corps Recruit Depot
Parris Island, SC 92205-9001

USCG Vessel Support Facility
1050 Osprey St.
North Charleston, SC 29405

Charleston AFB, Bldg 691
West Stewart Avenue
Charleston AFB, SC 29404

Naval Weapons Station
Code 40, Bldg 70
Charleston, SC 29408

T H Martin, Jr USAR Center
9 Chisolm St.
Charleston, SC 29401-1841

USAR Center
206 Pottery Rd.
Myrtle Beach, SC 29577

Walter Lee Hatch USARC
224 Louisiana Boulevard
Ashville, NC 28806

USAR Center
306 E French Broad Ave
Brevard, NC 28712

Naval Weapons Station
Bldg 2332
Goose Creek, SC 29445

NIEEAST Modular Maintenance Facility
Bldg 187
Charleston, SC

Marine Corps Air Station
Beaufort, SC 29904

U.S. Naval Hospital
Public Works Office
Beaufort, SC 29902

ESF, Bldg 216
1690 Avenue A South
North Charleston, SC 29408-2118

MOMAG, Unit 11
2511 Command St.
North Charleston, SC 29406

FMS 2
134 Club Loop Donaldson Center
Greenville, SC 29605

FMS 5
126 Airport Road
Rock Hill, SC 29732

FMS8
165 Industrial Park Rd.
Union, SC 29379
FMS12
400 S Greer Road
Florence, SC 29501

FMS 14
111 Foster Road
Varnville, SC 29944

FMS16
207 East Cribb Street
Hemingway, SC 29554

20 CES/CEV
345 Cullen St.
Sumpter, SC 29152-5126

USCG Vessel Support Facility
Charleston Naval Complex, Pier Papa
North Charleston, SC 29405

FMS 1
2901 Mall Road
Anderson, SC 29621

FMS 4
518 Emerald Rd.
Greenwood, SC 29464

FMS6
400 Greenwood HWY
Saluda, SC 29138

FMS11
700 14th Street
Hartsville, SC 29550
FMS13
95 Owens Drive
Summerville, SC 29485

FMS 15
614 West Marion St.
Mullins, SC 29574

Armory
1 Courthouse Square
Allendale, SC 29810

ASF 123 / Co D, 1st Bn, 228 Avn Regt
Jimmy Doolittle Flight Facility
2625-B Airport Boulevard
West Columbia, SC 28170

The schedules for the Base Period, Option Period 1, and Option Period 2 will be inserted here at the time of award.

(End of Section B)

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C.0 STATEMENT OF WORK

a. The contractor shall provide all services necessary for the final treatment/disposal of the hazardous property listed in the schedule in accordance with all local, state, international, and Federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, including applicable subcontractors, labor, analysis, transportation, packaging, equipment, and the compilation and submission of all documentation required by this contract. All Contract Line Item Numbers (CLINs), regardless of their condition, are being discarded by the Government and are considered to be waste.

b. The Government agrees that all hazardous property placed on Task Order(s) on this contract will be accompanied by documentation and markings that comply with all applicable local, state, and Federal laws and regulations relating to the generation and storage of hazardous property.

C.1 REMOVAL

The requirements for removal of wastes under this contract are divided into three main phases – Pre-Removal (C.1.1), Removal (C.1.2), and Post-Removal (C.1.3). The contractor, and his subcontractors, shall perform at all times in a prudent, conscientious, safe and professional manner. The contractor shall ensure that its agents, employees, and subcontractors involved in handling and packaging the hazardous waste are trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Handling and Personnel Protective Equipment (PPE) shall be provided by the contractor and shall be appropriate to ensure safe handling of the hazardous waste. When operating within an EPA or state permitted DOD Hazardous Waste (HW) storage facility, the contractor shall use forklifts with specifications that meet the applicable permit requirements. The contractor's personnel and equipment shall be subject to safety inspections by Government personnel while on Federal property.

C.1.1 PRE-REMOVAL**C.1.1.1 PERMIT / SPECIAL REQUIREMENTS**

a. The contractor shall, without additional expense to the Government, be responsible for paying all fees, preparing or obtaining any necessary licenses, permits, notifications, waste profiles, or reports, which result from a contractor's transportation, recycling, or disposal decisions. This shall include acquiring any required permits or registrations necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal. This shall include signing (on behalf of the Government) waste profiles requested by Treatment Storage Disposal Facilities (TSDFs). All contractor signed waste profile sheets shall be written for the actual wastestream using the generator's profile for backup documentation. All generator forms or other means of notifications including correspondence with Federal or State agencies on behalf of a generator shall be coordinated with and concurred with by the affected generator prior to submission to any Federal or State agency.

b. The Contractor may be required to attend any special required training, seminar, instruction, class, etc. provided by the Government or to provide information to perform work or gain access to the installation. Examples: pass and ID requirements, antiterrorist training, EMS policies, fork lift training.

c. Any shipments outside the United States shall comply with all international agreements and all applicable foreign laws. If the contractor will be exporting directly from the Department of Defense (DOD) activity, the contractor shall provide a current copy of the Acknowledgment(s) of Consent to the Contracting Officer Representative (COR) with the shipping documentation in accordance with C.1.1.2. The contractor shall not ship any waste outside of the United States to circumvent Environmental Protection Agency (EPA) land disposal restrictions.

C.1.1.2 SHIPPING DOCUMENTATION

a. All references to manifests in this provision relate to the "appropriate shipping paper". The contractor shall obtain and prepare all manifests, Hazardous Waste Profile Sheets required for acceptance of waste into a Qualified Facility, land disposal restriction notifications, and any other shipping documents. The contractor shall provide the COR with a copy of the completed form(s), including handling codes in 40 CFR 264 Appendix I Table 2 for each manifest line, for

review by the appropriate Government official **at least five (5) business days prior to removal, except documentation submitted for expedited orders, which shall be in accordance with notification timeframes as listed elsewhere in this contract.** Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests, or bills of lading, whichever is applicable, shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest and bills of lading (i.e., with a Government activity identified as a generator), as well as all other documentation required herein, shall be clearly and distinctly marked with the name of the servicing DRMO in addition to the generators and the contract and Task Order number, as applicable. Emergency response information and twenty-four hour emergency phone numbers shall be listed on the manifest, as well as bills of lading. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

b. The DRMS created dummy EPA number for non-RCRA TSDFs, shall be entered on all applicable shipping documentation such as nonhazardous waste manifests and bills of lading. Also, DRMS created dummy EPA numbers shall be included on HQ DRMS Form 1683, Manifest Tracking Log.

c. The contractor shall perform all dry weight computations for those hazardous wastes destined for land disposal in Texas and shall provide all such computations to the COR for record keeping purposes. This computation shall be furnished along with the copy of the generator manifest.

C.1.1.3 NOTIFICATIONS

a. Except as may otherwise be specified herein, the contractor shall notify the COR for each location, at least five (5) business days BEFORE attempting site visits, analysis, or pickups.

(1) In addition to the notification above for pickups, the contractor shall provide the name of the driver, the driver's Commercial Driver's License (CDL) number, and its expiration date to the COR or other Government representative at least 24-hours prior to removal. The contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Government and maintained by the Contractor, the 24-hour notification requirement is mute for the remainder of the contract unless otherwise modified.

(2) If a driver, other than the one specified 24-hours in advance for the specific Task Order; or, one whose name does not appear on the optional list of approved, multiple drivers arrive for pickup, the COR or other designated Government representative will verify the

personnel switch with the prime contractor before the pickup commences. This may require a written notice or fax from the prime contractor.

b. For Task Orders (TOs) containing Expedited Removals, Services or Performance CLINs the contractor shall notify the COR or other Government representative for each location, in the following timeframes BEFORE attempting site visits, analysis, or pickups: 15-10 day expedites – at least 3 calendar days; 9-5 day expedites – at least 2 calendar days; and 4 days or less expedites – at least 1 calendar day. In addition, the contractor shall still be required to provide the information identified in paragraph (1) above at least 24-hours prior to removal. If applicable, any removals ordered under a 24-hour or one business day expedited CLIN shall require the contractor to provide the information identified in paragraph (1) at least 4 hours prior to pickups if the contractor elects to provide the identity of the driver for each specific TO. If the contractor elects to provide the list of approved, multiple drivers designated for use under this contract, this expedited notification shall not be required. All other terms and conditions stated elsewhere within this clause shall apply to any of the aforementioned Expedited Removals, Services or Performance CLINs.

C.1.1.4 TRAILER SECURITY, PADLOCKS

a. All contractor trailers and tankers capable of being padlocked shall be padlocked upon arrival at the pickup location. Failure to meet this requirement may result in the Government's halting of the pickup. All trailers and tankers capable of being padlocked shall also be padlocked again prior to departure of the pickup location(s). The driver shall provide the padlock, and shall lock the trailer or tanker without assistance from the COR or other Government representative.

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in additional specific clauses in this contract and refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups shall not be grounds for reimbursement by the Government.

C.1.2 REMOVAL

C.1.2.1 SPILL RESPONSIBILITY

a. The contractor shall be solely responsible for cleanup of any and all spills or leaks during the performance of this contract that occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors, to the satisfaction of the Government, and at no cost to the Government.

b. The contractor shall report all such spills or leaks, regardless of their quantity, to the CO immediately upon discovery. A written follow-up report shall be submitted to the CO not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum shall include the following:

- (1) Description of item spilled (including identity, quantity, manifest no., etc).
- (2) Whether amount spilled is EPA/state reportable, and if so whether it was reported.
- (3) Exact time and location of spill including a description of the area involved.
- (4) Containment procedures initiated.

(5) Summary of any communications contractor has with press or Government officials other than the CO.

(6) Description of clean-up procedures employed or to be employed at the site, including disposal location of spill residue.

C.1.2.2 SEGRAGATION OF HAZARDOUS WASTE

All items collected on this contract shall be segregated and kept physically separate from any other items until the initial TSDF is reached. The items shall be so marked, that they are readily identified to this contract throughout this period.

C.1.2.3 STATEMENT ON CONTAINERS

The Government does not warrant that the drums or containers are suitable for transportation in accordance with DOT regulations for removal from the pickup site. The offeror is cautioned to ascertain and assess the need for overpacking or recontainerizing based on the site visit. The Government will not provide repackaging materials. The contractor shall not be reimbursed separately for repackaging expenses and should include these charges in their disposal pricing.

C.1.2.4 GOVERNMENT EQUIPMENT AND PERSONNEL

The contractor understands that the Government shall not furnish any equipment or personnel to assist in the performance of this contract. Any such offers of assistance are unauthorized, and the Contractor shall not accept any such offers. The only exception is the use of Government

owned loading equipment (clause C.1.2.6), and Government owned scales (clause C.1.2.7), and where applicable, management services.

C.1.2.5 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITY

a. Treatment of hazardous waste (including solidification) on Government facilities shall not be permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable local, state, and Federal (including 40 CFR 260.10) laws and regulations.

b. The contractor shall not drain and/or flush PCB items at Government installations. Draining shall be allowed only to prevent leaking and to meet DOT regulations.

c. Treatment, disposal, or release of gas (other than inert) to the atmosphere on Government premises shall not be permitted under this contract. The contractor may perform gas extraction for other than inert gas cylinders at the pickup location using self-contained apparatus. This apparatus shall emit no gas into the atmosphere, and purge the entire cylinder contents into a closed receiver for transport to a Recycling or disposal site.

C.1.2.6 LOADING

The contractor shall be responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise specified, the Government will not load at any location, nor will loading be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the items are located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the item on conveyance(s) furnished by the contractor and the initial placement on the contractor's conveyance shall be as determined by the Government. Unless otherwise provided in the contract, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the contractor.

C.1.2.7 WEIGHING OF PROPERTY

The contractor shall weigh all property before removal. An authorized Government representative will witness all weighing that occurs on site. The weight, agreed upon by both the contractor and the Government representative at the time of removal, shall be the basis for payment to the contractor. Unsubstantiated charges for subsequent increases in weight, after removal from Government custody, shall be the responsibility of the contractor.

a. Bulk Items

(1) Bulk items shall be measured by one of the following methods. The method used shall be whichever is most accurate, and agreed upon by the contractor and the Government representative:

(i) Actual weight using Government scales.

(ii) Actual weight using commercial scales.

(iii) Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specific gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated weight of 23,344 pounds. (2,000 x 1.4 x 8.337, where one gallon of water weighs 8.337 pounds). Specific gravity shall be obtained from a waste profile sheet.

(2) For either "actual weight" method, the vehicle shall be weighed both before and after loading. For bulk shipments, where Government scales are not available or operable, the use of commercial scales is authorized. The contractor shall arrange for and incur all expenses of weighing property at the nearest certified public scale.

b. Non-bulk Items

(1) For non-bulk items, the contractor shall provide portable scales for outweighing of property. Portable scales shall have a minimum capacity of 1,500 pounds. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales.

(2) Prior to the use of portable scales at each pickup site, the contractor shall demonstrate reasonable weight accuracy to the Government representative. Only materials to be removed by the contractor shall be weighed. Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the contractor shall not be included in the weight.

(3) Government scales may be used, in lieu of scales provided by the contractor, only where they are available, operable, and authorized by the Government representative. The contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. At the Government's option, the use of Government scales will be allowed at the following sites:

SITE	EQUIPMENT AVAILABLE
Naval Weapons Station – Charleston (B2332)	1,000lb – Digital
Naval Weapons Station – Charleston (B360)	5,000lb – Digital
USATC and Fort Jackson (Behind Building 1904)	100,000lb – Truck

USATC and Fort Jackson (Building 1905)	1,000lb – Platform
Shaw AFB (Building 1986)	2,000lb – Non-bulk Electronic
Corner Shaw Dr/Chapin St	100,000lb – Truck Scale
SPAWAR Systems Center – Charleston (Building 182)	600lb – Platform
USCG Sector Charleston	1,000lb – Portable
South Carolina Army National Guard (TAG, CSMS)	1,000lb – Platform

(4) The use of commercial scales shall not be authorized for non-bulk items.

C.1.2.8 BULK LIQUID PUMPING

a. When bulk liquid pumping is ordered, it may be necessary for the contractor to pump waste from tanks. The contractor shall be responsible for furnishing all equipment needed to complete this job, including, but not limited to, collection vehicle equipped with pumps, hoses, high capacity pumps, connectors/fittings, and a metering device. Pumps and hoses shall have a capacity to safely handle the types of waste to be collected, and shall be able to remove all liquids and sludges from tanks that can be removed without agitation or introduction of other materials to the tank.

b. The actual weight of the material picked up shall be identified on the manifest. Bulk liquid disposal may be ordered from any location in or around pickup points.

C.1.2.9 SMALL CONTAINERS AND CONTENTS – CLINs 9101, 9201, 9301, 9401, 9401MM, 9501, 9701, 9751, 9901

a. Services for the removal, transportation, storage, and disposal of small container(s) of RCRA/State regulated hazardous or nonhazardous property will be ordered using CLINs with a “1” in the fourth position, e.g., 9101, 9401. Unless specifically excluded below, small containers are any receptacle containing hazardous or nonhazardous property that has a capacity of less than five (5) gallons.

b. Small containers are not:

(1) Individual sealed articles that are formed to a specific shape or design during manufacture that have an end-use or function dependent in whole or in part upon the shape or design during use. (Examples of such items include, but are not limited to, fuel filters, oil filters, gas mask canisters, chemical defense equipment kits, and factory sealed containers that contain a small container (e.g., epoxy paint).

(2) RCRA empty containers of any size (which may or may not be crushed to reduce their volume). Examples of such items are empty oil cans, paint cans, etc.

c. In those instances where containers of hazardous property are placed into a larger outer container and the interior packaging is either all small containers as defined above, or a mix of

different sizes, some being small containers as defined above, then the entire item (interior packaging and its outer container) shall be assigned to the appropriate small container CLIN.

d. The contractor shall accept the Government's CLIN assignment as a non-small container item unless the contractor demonstrates to the COR prior to removal from the Government facility that the item(s) does meet the definition of a small container.

e. If the contractor discovers a small container(s) packaged with other items not classified as small containers, the Government reserves the right to:

(1) Assign all the property, including the larger outer container, under the appropriate small container CLIN; or,

(2) Remove the small containers of hazardous property from the larger outer container, delete the small container items' weight from the task order, and reduce the containerized CLIN's weight appropriately; or,

(3) Remove the small containers of hazardous property from the larger outer container, re-CLIN the small container items separately as small containers on the same Task Order, and reduce the containerized CLIN's weight appropriately.

f. If the contractor elects to package EPA/DOT compatible items in the same container in order to facilitate Recycling/disposal, then the contractor shall provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list shall be attached to the manifest. Contractor furnished overpack containers and packing materials shall not be included in the total weight calculations for payment purposes.

C.1.2.10 BULKING AND CONSOLIDATION

a. Bulking shall be defined as the act of pumping from an otherwise removable container(s) into a tank truck. Containerized waste may be pumped into a tank truck (bulking) only at the locations listed herein:

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at the locations listed herein:

c. Bulking and consolidation will be allowed only if the contractor has a spill contingency plan and performs operations in a safe manner. The Government retains the right to stop operations if environmental or safety concerns arise

C.1.2.11 CHARGES FOR EXPEDITES – CLINs 6330-6335

a. When the expedited removal CLINs are ordered, waste shall be removed within the specified calendar day timeframe. Expedited removal CLINs may be ordered in association with any disposal CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard removal timeframe as specified in F.3. Minimum TO charges will not apply to a TO containing an expedited removal CLIN. When expedited removal is required, CLINs 6330-35 will be ordered based on the amount of waste to be removed. One (1) each will be ordered for containerized (non-bulk) waste up to 15,000 pounds in total weight and a maximum of up to eight (8) different TO lines. For bulk removals, one (1) each CLIN 6330-35 is limited to one (1) TO line not to exceed 40,000 pounds in total weight.

b. When the expedited performance CLINs are ordered, performance shall be accomplished within the specified calendar day timeframe. Expedited service CLINs may be ordered in association with any service CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard performance timeframe as specified in Clause F.3. Minimum TO charges will not apply to a TO containing an expedited service CLIN. When expedited service is required, CLIN 6340-45 will be ordered based on the amount of service to be performed. One (1) each of CLIN 6340-45 will be ordered for up to five (5) Special Service TO lines. Ordering of an expedited CLIN is further limited to one (1) each, expedited CLIN, per pick-up location including the surrounding area (i.e. all pick up sites on an installation).

C.1.3 POST REMOVAL

C.1.3.1 RETURN OF SHIPPING DOCUMENTATION

a. In addition to the Federal manifest requirements for return of signed manifests to the generator, the contractor shall furnish a copy of each manifest, signed by the designated TSDF, to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal within 35 days of pickup by the initial transporter. If the waste has not been received by the TSDF within 30 days after the initial pickup date, the contractor shall notify the DRMO of the physical location of the waste. If applicable, the contractor shall provide the manifest with additional transporter signatures, as well.

b. If the contractor is unable to deliver the hazardous property to the designated or alternate facility on the manifest, the cognizant COR shall be contacted for disposition instructions. Failure of any part of this clause will be noted in the APLs.

C.2. DISPOSAL / RECYCLING

This subsection covers requirements for disposal/Recycling of RCRA/Non-RCRA items in general, disposal of specialized commodities such as Compressed Gas Cylinders (CGCs) and Polychlorinated Biphenyls (PCBs), and Recycling of various mandatory recyclable items.

C.2.1 RCRA/NON-RCRA ITEMS

C.2.1.1 DEFINITION OF RCRA vs NON-RCRA and FINAL TREATMENT/DISPOSAL/RECYCLING

a. Items identified under CLINs 9100 through 9899 have been declared hazardous waste by the Government and are subject to stricter disposal requirements than CLINs 9900 through 9999. Any items identified under CLINs 9801 through 9899 are state regulated hazardous waste only, and are not considered a RCRA waste.

(1) If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9100 through 9899 is not a RCRA/state regulated hazardous waste, the Government may so reclassify the item and place it under CLINs 9900 through 9999. The Government will review the lab analysis and other supporting documentation in a reasonable time period, not to exceed 21 days; however, the items in question shall be treated as a hazardous waste in the interim and removal timeframes shall be met.

(2) For CLINs 9100 through 9899, the following does not constitute final treatment/disposal:

(a) Declaring RCRA/state regulated hazardous waste CLINs as RCRA-exempt as a result of management practices specified in 40 CFR 266 and 279;

(b) Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261, et. seq. All facilities used for interim treatment, final treatment or final disposal of items on this contract shall comply with 40 CFR 261, subparts C and D, for each waste the facility is permitted to handle. An audit trail shall be provided for all RCRA/State regulated hazardous waste until treatment and/or processing renders the wastes non-RCRA or until final disposal is accomplished. Waste handling codes that describe methods of storage shall not meet the definition of final treatment nor final disposal under this contract.

b. Any items identified under CLIN series 9800 are considered as either a RCRA Universal Waste or State Regulated Universal Waste. Universal Waste includes batteries, some pesticides, lamps, and mercury thermostats as defined under Part 273. It may also include state-designated universal wastes, such as electronic wastes. The Contractor shall designate on the manifest in block J when UW is being transported. The regulations allow the generator to make the determination about whether to handle these specific wastes as UW or as hazardous waste under other parts of RCRA. The contractor will be advised on the TO if the wastes are to be handled as UW.

c. CLINs 9900 through 9999 are waste not regulated by RCRA nor regulated by the state of generation as hazardous waste and will be subject to less stringent requirements than CLINs 9100 through 9899.

(1) If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9900 through 9999 is a RCRA/state regulated hazardous waste, the Government may reclassify the item under CLINs 9100 through 9899. The contractor's claim that a CLIN identified under CLINs 9900 through 9999 is actually a hazardous waste, which should be identified under CLINs 9100 through 9899, shall be treated as potential misidentification by the Government. The CLIN(s) in question shall not be removed, treated or disposed of until the Government has made a determination on the matter. Reclassification of items from CLINs 9100 through 9899 to CLINs 9900 through 9999, or from CLINs 9900 through 9999 to CLINs 9100 through 9899 shall fall under the "Changes" clause of this contract.

(2) Final treatment means processing at a facility that is appropriately licensed/permitted by local and/or state agency to accept the material. If long-term internment is the selected method of disposal, as a minimum, an EPA/state permitted facility with a textile liner, leachate collection system, and ground water monitoring shall be used. An audit trail shall be provided for all non-RCRA/non-state regulated **hazardous** waste until final disposal is accomplished. RCRA treatments, Chemical Fixation (T21) and Encapsulation (T39), when performed on CLINs 9900 through 9999 prior to landfill, are considered final processing/final disposal.

d. The following coverage applies when the contractor alleges that a waste designated for Recycling cannot be recycled:

(1) If a waste designated for Recycling by the generator does not meet the facilities' required Recycling parameters, the contractor shall notify the CO, in writing at least five (5) business days before pickup, of the rationale and proof for waste rejection. This shall include written input from at least three appropriate Recycling facilities approved on the DRMS Qualified Facilities List, at least one of which is not owned by the contractor.

(2) The CO will notify the cognizant DRMO and/or generator personnel to resolve requests to change the assigned mandatory Recycling CLIN to the appropriate disposal CLIN. The final decision to change a mandatory Recycling CLIN to the applicable disposal CLIN is solely that of the Government. If the DRMO and/or generator personnel agree with the CLIN change, the applicable disposal CLIN will be assigned.

C.2.1.3 DETAILED ANALYSIS

If the contractor must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the COR. The contractor shall be responsible for the proper disposal of all samples.

C.2.1.4 ALTERNATE DOCUMENTATION OPTION FOR FUELS BLENDING, ANTIFREEZE RECYCLING, BATTERY RECYCLING/RECLAMATION, AND FLUORESCENT LIGHT TUBES AND HIGH INTENSITY DISCHARGE LAMPS

a. Contingent upon approval from DRMS-BCE, the contractor may utilize a plan for fuels blending, antifreeze Recycling, battery Recycling/reclamation, and/or fluorescent light tubes and high intensity discharge lamps as a method to alleviate the additional burden of providing documentation past the initial treatment facility. Contractors shall submit a plan to DRMS-BCE via the Contracting Officer (CO) that includes, at a minimum, certification signed by a responsible official of the facility, which follows the specific guidelines set forth in paragraphs (1), (2), (3), and (4) below. Additionally, the facility and all subsequent facilities shall appear on the "Qualified Facilities" list on our web site (http://www.drms.dla.mil/newenv/html/hw_disposal.html).

b. Upon Contracting Officer approval, the plan(s) shall remain valid for the life of the contract, providing the facilities remain on the DRMS Qualified Listing. DRMS will certify acceptance of disposal services only after acceptance of the blender's or recycler's certification and manifested receipt by the fuels blending or recycler facility. Any inconsistency between this provision and clause C.2.1.1 shall be resolved by giving precedence to this provision.

c. The below guidelines shall be followed for each commodity specific plan:

(1) **Fuels Blending** – Fuels blending does not apply to blending for destructive incineration. In addition to the guidelines in paragraphs (a) and (b), the plan shall certify the following:

- Specifies maximum processing time that property shall remain in the fuel blending tank farm is **sixty** (60) days or less and guarantee that the fuel blended product shall not remain in storage longer than the certified processing time, and

- Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, and
- Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after fuels blending which require destructive incineration per 40 CFR 264 and 265 subpart O.

(2) **Antifreeze Recycling** – In addition to the guidelines in paragraphs (a) and (b), the plan shall certify the following:

- Specifies maximum processing time that property shall remain in the storage/consolidation facility is sixty (60) days or less and guarantee that the product shall not remain in storage longer than the certified processing time. If time exceeds this value, the firm shall provide detailed rationale to DRMS, and
- Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, and
- Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after distillation/Recycling treatments which require disposal in a RCRA TSDF.

(3) **Battery Recycling/Reclamation** – In addition to the guidelines in paragraphs (a) and (b), the plan shall certify the following:

- Describes the procedure for the disposition/sale of the RCRA recovered products (e.g., lead nickel, cadmium, zinc, and lithium), and
- Describes the treatment/disposition methods for liquids in wet-filled batteries, and
- Identifies by name, address and EPA Id number, and all facilities, which may receive the various components, and
- Guarantees the recovered product shall not be shipped outside the United States, without prior authorization of the CO. If shipped outside the U.S., list all countries that may receive the recovered product. If the components are shipped outside the U.S., that a copy of the notification of intent to export and the EPA Acknowledgment of Consent shall be provided with the certificate of Recycling.

(4) **Fluorescent Light Tubes and high-Intensity Discharge Lights** – In addition to the guidelines in paragraphs (a) and (b), the plan shall certify the following:

- Specifies maximum processing and storage time that the items (mercury, phosphor powder) may be held until final Recycling occurs. Name, address and EPA number of all such processing/storage facilities shall be provided.

- Identifies by name, address and EPA number all facilities, which will receive the mercury and phosphor powder for final Recycling activities.

- Specifies that the items mentioned in the appropriate clause(s) shall be processed as required and the names and addresses of the companies performing these activities shall be provided.

- Firms that receive the glass and other non-regulated items do not need to be listed on the DRMS Qualified TSDF Listing.

(d) Should a facility on a plan be removed from the DRMS Qualified Listing, the plan shall become invalid and no longer be available for use. Replacement facilities or new facilities shall be submitted on a new plan and submitted for approval to DRMS-BCE via the CO.

C.2.1.5 LIGHT WEIGHT BULK SHIPMENTS (DEBRIS) - CLIN 9407DB

a. For contract purposes, debris CLINs are any bulk wastes weighing less than three hundred (300) pounds per cubic yard and will be suffixed with DB. Due to the difficulty involved in estimating the weight of bulk items, if the wrong CLIN is ordered on the Task Order the COR will contact the Contracting Officer for a CLIN change prior to removal. Calculations of the weight per cubic yard shall be arrived at using the requirements per clause C.1.2.7 or by using the following formula: Net Weight of waste divided by Total Cubic Yards of Container.

$$\frac{\text{Net Weight of Waste (Total weight minus container weight)}}{\text{Size of Container in Cubic Yards}}$$

b. Bulk items not meeting the definition of debris above shall be ordered under the standard (non-suffixed) bulk solid CLINs.

C.2.1.6 DISPOSAL FOR HIGH LEVEL MERCURY – CLINs 6500MM

Hazardous wastes that exhibit the characteristic of toxicity for mercury (greater than 0.2 mg/L mercury after TCLP) and greater than, or equal to, 260 mg/kg will be ordered with the unit of issue being pounds, in an equal number of pounds to that of the disposal CLIN when the Government orders disposal of waste contaminated with high-level mercury. This CLIN will be ordered as a surcharge in conjunction with the disposal CLIN. CLIN 6500MM does not apply to disposal CLINs suffixed with an M in the fifth or sixth position.

C.2.1.7 EMPTY CONTAINERS

Prior to reuse or sale of empty containers, the contractor shall comply with the empty container requirements of RCRA, the empty packaging and other shipping requirements of DOT, and obliterate all markings and labels. The contractor shall be exempt from the requirement to obliterate markings and labels only if the containers are crushed and sent to a scrap operation, crushed and sent to a landfill, or the containers are physically disposed of concurrent with their contents (i.e., incineration/landfill).

C.2.2 DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCB), PCB CONTAMINATED AND NON-PCB MATERIAL – CLINs 7000, 7002, 7004, 7010, 7012, 7014, 7028, 7032, 7033, 7037, 7038

All PCB, PCB contaminated, and non-PCB material under this contract shall be transported and disposed of within the continental United States (except for such outside transportation and disposal as would be required for all pickup sites located outside the continental United States). For purposes of this contract, all PCB, PCB contaminated, and non-PCB material shall be disposed of in accordance with paragraphs (a) and (b) below.

(a) **DISPOSAL METHODS:** The contractor shall dispose of all items in a manner which is in conformity with 40 CFR 761.60 and its referenced parts, except for those methods in said regulation which would result in use, reuse, or Recycling of the contract property and items requiring demilitarization by burial, as discussed below. The contractor shall provide a complete audit trail of those CLINs being recycled or disposed of. The contractor shall provide a complete list of facilities performing detoxification and disposal, as well as those facilities receiving the recycled materials/metals. Letters of Agreement shall indicate the recipient of the recycled materials has a total knowledge of the material being accepted, i.e., the material has been recycled for PCB laden items, articles, transformers, capacitors, etc. All rinsate (from containers) shall be collected, detoxified, incinerated or landfilled. Containers which cannot be recycled shall be triple rinsed and either landfilled or incinerated in a facility approved for PCB disposal.

Facilities approved by the EPA to distill/detoxify, requires the contractor to document this fact and obtain DRMS approval prior to the initiation of either of these processes.

Certificates of Disposal/Destruction for PCB bearing property shall be provided to the DRMO/COR and the activity as listed in Block 3 of the Hazardous Waste Manifest from the prime contractor, within 30 days from date of PCB destruction. The prime contractor shall return Certificates of Disposal/Destruction for all items listed on the original manifest. This shall include items sent to subcontractors for destruction and/or Recycling (see below). This is in addition to the requirements of G.11.

(b) ALTERNATE DISPOSAL METHOD:

(1) "Total Destruction" may be utilized for the disposal of all PCB materials when the disposal facility has the necessary local, state, and Federal environmental licenses and is an environmentally responsible and permitted recovery center.

(2) Contractors choosing to dispose of all materials by "total destruction" shall:

(i) Dismantle all transformers and items for separation into components.

(ii) Incinerate all liquids and all non-metallic solids in accordance with 40 CFR 761.70.

(iii) Complete secondary cleaning of all metals for removal of PCBs prior to smelting for Recycling.

(c) Defense Reutilization and Marketing Service (DRMS) reserves the right to inspect facility processes for the alternate disposal method prior to their approval.

(d) CERTIFICATE OF RECYCLING

For items that are recycled, either by ordered CLIN or by choice of the contractor, a Certificate of Recycling (Attachment V) shall issued to the agency listed in Block 3 of the Hazardous Waste Manifest, with a copy to the DRMO/COR, as well as accompanying the invoice for payment, if required in G.11. Certificates of Recycling shall list the entire audit trail of the material being recycled. This shall include the facility receiving the detoxified liquids (mineral oil), and /or the facility receiving any metals, or other matter derived from the breakdown of any CLINs.

(e) CERTIFICATE OF DISPOSAL

A Certificate of Disposal shall be returned to the generator and DRMO/COR and accompany the documentation stated in G.11, listing all disposal methods, which shall include the method(s) of disposal and destruction, e.g., T07 (Incineration), D80 (Landfill). Should any recycled CLINs require its by-product to either be incinerated or landfilled, a Certificate of Disposal shall accompany the Certificate of Recycling. For example; if 10,000 gallons of PCB liquid is dechlorinated, and 10 pounds of residue remains as a product, a Certificate of Recycling shall be issued for the liquid, and a Certificate of Disposal for the 10 pounds of product residue.

C.2.3 COMPRESSED GAS CYLINDERS – CLINs 0812-0814, 0853, 0872, 0873, 0873AC

a. The contractor shall provide all services necessary for the assessment of all gas cylinders, the discharge of inert gases, the final treatment/disposal or Recycling of the non-inert gases, and the decommissioning, cleansing and Recycling of metal from emptied cylinders. Cylinder disposal shall result in the destruction of the cylinder, such that it can no longer be used as a cylinder.

b. When the Government has information identifying contents, it will be provided for information purposes only, and is not a guarantee of the cylinder contents. A listed content shall not relieve the contractor from the responsibility to ensure that the contents are correctly identified. The contractor is authorized to re-valve cylinders in order to discharge gases or transport off-site as appropriate.

c. The contractor shall not remove any gas cylinders whose contents cannot be identified/confirmed, or when no known disposal method is available. Sampling of contents for identification purposes only is authorized. The contractor shall be required to provide the COR written explanation for refusing any cylinders for processing (see Attachment I). Refused cylinders shall be identified by serial number or other identifiable markings, or by a contractor/COR assigned identification number. This number shall be identified in the written explanation refusal.

d. The contractor shall be required to discharge, recycle, or dispose of the gas in accordance with DLAI 4145.25 at www.dlaps.hq.dla.mil/dlai/i4145.25.htm, or requested from the COR. (example: the contractor shall recycle, and not dispose of the gas, if required per DLAI 4145.25) The contractor shall complete a certificate of disposal or a certificate of Recycling for all gases and empty cylinders and furnish them as appropriate under G.11, and to the generator with a copy to the DRMO/COR.

e. The contractor shall be solely responsible for any and all atmospheric releases of gas occurring during or resulting from performance of this contract. The contractor agrees to reimburse the U.S. Government any and all costs incurred for accidents resulting from improper handling, gas extraction, grinding, drilling, torching, etc. of any cylinders.

f. The contractor shall complete the Compressed Gas Cylinder report for each cylinder at each pickup location (See Attachment II) when ordered to Discharge Inert Gases, and Evaluation/Identification of Cylinders. A copy of the Compressed Gas Cylinder report shall be provided to the generator and the DRMO/COR prior to invoicing and IAW G.11

g. Discharging of inert gases, those not regulated by Federal, state, or local regulations as wastes or pollutants, shall be discharged to the atmosphere at the Government facility or may be transported to a TSDF for venting. All proper safety precautions shall be observed. When the

cylinder is completely empty, the contractor shall decommission the cylinder in accordance with instructions below. If the contractor chooses to remove inert cylinders for venting off-site, all work described below shall be accomplished and the decommissioned cylinders shall be returned to the appropriate DRMO within 60 calendar days of removal. Prior to venting gases at Government facilities, the contractor shall coordinate through the COR and with the Base Environmental Office. Cylinders containing inert gas that have inoperable valves may be vented with the use of a safety relief device in accordance with DLAI 4541.25, Section 7.7-2c.

Note: When the Government requires the contractor to remove inert gases by venting, either off-site or on-site, the contractor shall process emptied cylinders in accordance with paragraph i. below and return the cylinder to the DRMO.

h. Once emptied of non-inert gas the cylinders shall be cleansed, decommissioned, and recycled for metallic content in accordance with this clause. In addition, the contractor shall complete Certificates of Recycling for all gases, which are processed for reuse and used as fuel, or Certificates of Disposal for all gases disposed of by incineration or treatment/neutralization.

i. To decommission empty cylinders the contractor shall take the following actions to process each cylinder containing identified non-inert gas or inert gas:

(a) Track every cylinder by serial number, CLIN, and task order number throughout the disposal process until each individual cylinder's contents are purged, or the point of final release of each cylinder from the contractor's custody.

(b) Purge and cleanse all cylinders of their contents. For any purging of cylinders performed on Government premises, purged contents shall be removed using methods, which will not constitute treatment (i.e., the characteristics of the gas will remain unchanged). The contractor shall dispose of all rinsates/residues/hazardous wastes generated by this requirement at no additional cost to the Government.

(c) Decommission/dispose of each cylinder which contained non-inert materials. Prior to release by the contractor, the contractor shall obliterate all DOD identification markings present on every cylinder disposed of under this contract. For example, grinding or cutting out (with a cutting torch) may meet this requirement. The contractor shall dispose of each cylinder using one of the following methods:

(1) Reutilization of cylinders, which meet the Department of Transportation criteria, for reuse. To utilize this method of disposal, each cylinder to be reused shall be hydrostatically tested by a registered hydrostatic test facility. Copies of all test results for such cylinders shall be provided as proof of reutilization to the generator and DRMO/COR, and IAW G.11.

(2) Smelting cylinders using a scrap metal recycler. Prior to smelting, the contractor shall de-valve the cylinder, mark/stamp the cylinder “CONDEMNED-SCRAP” and drill/puncture a hole, at least ½ inch in size through the cylinder. As an alternative to drilling or puncturing a hole, inlet threads shall be destroyed sufficiently to prevent installing a valve with a gas tight seal, or the contractor may cut the cylinder in half. The contractor shall complete/provide certificates of destruction for all cylinders disposed of using this method. Cylinders too small for marking/stamping are required to be tagged or labeled with the words “CONDEMNED – SCRAP”.

(3) Burying cylinders in an approved landfill. Prior to burial, the contractor shall de-valve the cylinder, and mark/stamp the cylinder “EMPTY”. The contractor shall complete and provide certificates of destruction for all cylinders disposed of using this method.
Note: This is the only method acceptable for disposal of asbestos containing non-inert cylinders. Example: Acetylene cylinders, which contain asbestos, are NOT reusable.

C.2.3.1 RESERVED

C.2.3.2 RESERVED

C.2.3.3 RESERVED

C.2.4 RECYCLING

C.2.4.1 RECYCLING/RE-USE/RECLAIM

a. Recycling, if required by the Government, is defined in specific clauses located within this section of the contract; however, the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract, unless specifically listed otherwise in the contract. The following shall apply for all waste removed under this contract that is beneficially used, re-used, recycled, or reclaimed:

(1) An audit trail shall be provided to the facility that will beneficially use, re-use, recycle, or reclaim the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

(2) Dilution in the Recycling process, to include blending down, of hazardous waste contaminants shall be prohibited.

(3) All resulting solid wastes shall be disposed of per clause and/or per regulation.

(4) Certificates of Recycling shall be submitted to the generator, with copies to DRMO/COR when required, as stated in other clauses.

b. Recycling CLINs will only be ordered when the waste plus container weigh a minimum of 100 pounds, if applicable to the bid schedule and/or without any exceptions as listed elsewhere.

c. Some waste deemed for Recycling may also be anticipated under the appropriate disposal CLIN. If a waste designated for Recycling does not meet the required parameters, the contractor shall notify the CO in writing, of the rationale for waste rejection, as well as proof of the rejection. If the waste is rejected, the contractor shall contact the CO and obtain disposition instructions, as well as provide two (2) copies of the rejection certification, along with any analysis, which supports the rejection to the CO, within fourteen (14) calendar days after the occurrence. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.2.4.2 COMMODITY SPECIFIC RECYCLING REQUIREMENTS CLINs 9204AB, 9204LA, 9204MB, 9204NC, 9304LL, 9402AF, 9404FL, 9404LA, 9404MB, 9404MG, 9404NC, 9800UA, 9800UC, 9800UD, 9800UG, 9800UH, 9800UK, 9800UL, 9800UM, 9800UN, 9800UP, 9800UU, 9800UZ, 9902AF, 9902FA, 9902LP, 9902RR, 9904LA, 9904AB, 9907EC

a. **Fuels Blendable Materials** - Recycle/fuels blend/burn, waste if it has a BTU level of 5,000 per pound or greater; and contains no more than fifteen (15) percent water by volume; and no more than five (5) percent halogens by volume. Throughout the life of the contract, the contractor shall maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and shall be made available to the CO upon request. Fuels blending CLINs will include an RR suffix.

b. **Batteries** - Recycle/reclaim the RCRA regulated components of all batteries removed under CLIN(s) suffixed AB (alkaline), LA/UD (lead acid), NC (nickel cadmium), LL/UU (lithium), MB/UC (mercury), MG (magnesium), NH/UH (nickel metal hydride), UB (universal waste), UN (NICAD), UZ (carbon zinc). Caution is required, as some batteries may be filled with electrolyte. Recycling/reclamation shall meet all requirements of 40 CFR. Mercury batteries require reclamation which shall be accomplished via retorting or roasting in a thermal-processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery; Recycling of lead from lead acid batteries; reclaim nickel and cadmium from nickel cadmium and nickel metal hydride batteries; recycle zinc from alkaline batteries; recycle metal casings, as well as the magnesium and chromium, when present, from

magnesium batteries; recycle lithium salts from various types of lithium batteries. Universal Waste batteries will be suffixed with a “U” in the fifth position (See C.2.1.1.b).

c. **Solvents and Antifreeze** – Recycling by means other than fuels blending/burning, solvents removed under CLINs suffixed “SD” and antifreeze removed under CLINs suffixed “AF” .

d. **Fluorescent Light Tubes and High-Density Discharge (HID) Lamps** – Items falling under this requirement are suffixed with FT, UL, and FL and recycling of those fluorescent tubes and HIDs shall accomplish the following:

(1) A minimum of 99% of the mercury content of bulbs shall be recovered for reuse. The recovered mercury shall be of a purity of at least 99%.

(2) Aluminum end caps or metal sockets SHALL be recovered for reuse of the metal content.

(3) Crushed glass shall be recovered for reuse.

(4) Aluminum end caps or metal sockets, crushed glass and phosphor powder (where applicable) resulting from the process shall be routinely tested to ensure that the end product, as it leaves the recycling facility, is under the 0.2 mg/L TCLP RCRA regulatory level for mercury.

e. **Latex Paint** – Recycle latex paint from partially used cans. The paint will not be hardened. The Recycling facility shall blend the paint into a usable product. Latex paint CLINs will be suffixed with LP.

f. **Oil Filters** – Requirement to recycle of oil filters removed under CLIN 9902FA will be for filters that are drained of oil, but some liquid may remain. CLIN 9904FB will be drained of oil and are dry. The contractor shall recycle at least 90% (by weight) of the filter. The contractor shall be required to recycle all of the drained oil.

g. **Empty Aerosol Containers** – Recycle metal from aerosol containers that are considered RCRA empty, but a small amount of residue may remain. All CLINs for this wastestream will be suffixed with EA.

h. **Fixer Developer Solution** – Recycle silver from fixer developer solution which contains an average of 100 ppm silver; however, this average may fluctuate. The Government does not guarantee the average will remain constant over the life of the contract. The contractor shall be required to recycle silver from the solution until silver content is the solution falls below RCRA regulatory levels of 5.0 ppm. Fixer Develop Solutions will be CLINed with DS as a suffix.

i. **Drums** – Recycle plastic and metal containers/drums, whether the previous contents were RCRA or non-RCRA regulated. Limited amounts of residues may remain in the drums. Recycling shall be by cleaning and reusing the drums. Containers that are badly damaged shall be cleaned and recycled for scrap metal/plastic content. All CLINs for Recycling of empty containers/drums will be suffixed with EC.

j. **Copper Etching Solution** – Recycle copper from etching solution in a manner that shall exempt the solution from being a solid waste. Copper etching solution CLINs will be suffixed CE.

C.2.5 DEMILITARIZATION VIA SERVICE CONTRACT

Property requiring Demilitarization by the Government will be so listed on the DD Form 1155, Order for Supplies or Services, by the DRMO. When property requiring DEMIL is ordered the contractor shall be required to dispose of this property and provide all documentation, in addition to the documentation requirements of G.11 for invoicing, per DoD commodity specific requirements as below, within 30 days of appropriate disposal. Specified documentation shall be returned to the generator, as listed in Block 3 of the manifest, and the DRMO/COR, unless otherwise noted.

C.2.5.1 RESERVED

C.2.5.2 DEMILITARIZATION OF CDE KITS – CLIN 9102CD

When above CLIN is ordered the contractor shall be required to dispose of this property at a RCRA-permitted disposal facility. The audit trail showing DEMIL was accomplished shall be a signed, certified, and verified hazardous waste manifest receipt copy and a certificate of disposal. *The certificate of disposal shall be included in the contractor's pricing of this CLIN.*

C.3 SPECIAL SERVICES

This section covers requirements for various special services related to managing the disposal/recycling of RCRA/Non-RCRA items, CGC, PCBs, and other related services. The services in this subsection do not normally include actual disposal of wastes, which will be ordered under appropriate disposal CLINs covered elsewhere in this contract.

C.3.1 RETROGRADES

The contractor agrees to pick up and remove PCB and non-PCB retrograded property from Port of Entries (POE) on this contract. A retrograde is defined as the return of U.S. made and or procured property from an overseas U.S. military location. The contractor will receive a TO listing of all the property in the shipment a minimum of thirty (30) days in advance of the date the shipment is scheduled to arrive CONUS at the POE indicated. The contractor will be provided with the following: carrier(s) name, carrier(s) point of contact, shipping information and estimated arrival date/time. The contractor shall provide all the necessary equipment for pickup. The contractor shall remove the arriving property from the POE within ninety-six (96) hours once the property is available for removal. It shall be the contractor's responsibility to coordinate with the carrier(s) or POE to determine the availability of property as to time and date or changes in carrier(s) or POE in order to meet the removal timeframe. The contractor shall make all notifications to the appropriate Federal agencies, i.e., DOT, EPA, USDA, with copies to the COR.

C.3.2 RESERVED**C.3.3 PERFORM ANALYSIS – CLINs 6401, 6402, 6403, 6405, 6419, 6421, 6422, 6424**

a. Analysis is required for purposes of waste identification. The testing is in this contract to service generators on this contract. It is not intended to supplant the contractor obligations designated elsewhere in this contract.

b. The Government will order this service using any of the CLINs listed (unit of issue is "each") on a TO. One each equals one waste stream (or one kit) to be analyzed by the contractor. The contractor shall perform the following:

(1) Samples shall be taken and testing performed in accordance with 40 CFR Part 261, Appendices I, II and III.

(2) It shall be the responsibility of the contractor to transport samples from the pickup point to the analytical laboratory. The contractor shall complete a chain of custody form for each sample taken, with completed forms to be provided to the DRMO along with the analytical data.

(3) The contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis, and provide a copy to the generator and DRMO/COR, and in accordance with G.11. If there is additional sample left over after analysis; the contractor shall be responsible for its disposal.

c. Original analytical data and chain of custody forms shall be provided to the COR within thirty (30) calendar days of issuance of a written TO.

C.3.4 PREPARE WASTE PROFILE FORM – CLIN 6400AA

a. When CLIN 6400AA is ordered, the contractor shall be required to prepare a typed Hazardous Waste Profile Sheet, DMRS Form 1930. One “each” will be ordered per waste stream to be profiled. A sample DRMS Form 1930 may be found in the Attachments (Attachment IV). Using analytical data/generator information provided by the Government, the contractor shall complete the form in accordance with its attached instructions. The Government will furnish DRMS Form 1930 to the contractor. Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Form 1930.

b. The purpose of this service is to enable the generator to turn in property to the DRMO. It is not intended to supplant contractor obligations under any other section of this contract. See F.3 for performance timeframes.

C.3.5 IDENTIFY UNKNOWN WASTE STREAMS AND PREPARE WASTE PROFILE FORMS – CLIN 6400TS

a. Step One

When the government has a requirement for identifying a waste of unknown composition for the purpose of completing a Hazardous Waste Profile Sheet (DRMS Form 1930), a written task order will be issued for an “unknown analysis” using CLIN 6400TS. The Government will provide all known information concerning the unknown material prior to sample collection. When CLIN 6400TS is ordered, the analysis shall include: (1) flashpoint test (D001), (2) a reactive test (D003), (3) a pH test (D002), (4) a qualitative analysis for Total Metals, (5) Total Pesticides, and (6) Total Organic compounds. The contractor shall collect a sample of sufficient quantity to perform all step 1 tests and any additional testing necessary to identify the material to help the generator to fill out the Hazardous Waste Profile Sheet. Samples shall be collected following current EPA and state protocols covering sample collection, sample storage and chain of custody procedures. Samples shall be collected in laboratory supplied sample containers. A certified laboratory shall complete all testing.

If the Government suspects contamination not covered by the tests listed above, e.g. PCB, asbestos, etc., the Government will order the applicable CLIN separately.

If qualitative analysis testing does not indicate the presence of metals, pesticides or organic compounds, the contractor shall forward information to the generator to complete the DRMS Form 1930 in accordance with the instructions for DRMS Form 1930.

b. Step Two

The government may order additional analytical testing if qualitative analysis indicates the presence of metals, pesticides and/or organic compounds. When qualitative analysis performed in Step One indicates the presence of metals, pesticides, and or organic compounds, the government may order additional testing that may include TCLP Metals (D004-D011), TCLP Pesticides (D012-D017) and/or TCLP Organics (D018-D043) to identify the contaminants in sufficient detail to complete the DRMS Form 1930. When these additional tests are needed, they will be ordered under the appropriate separate CLIN.

When step two testing is ordered, the Government will notify the contractor within ten (10) calendar days from the date the COR received the analysis from step one. The task order containing CLIN 6400TS will be modified to add the additional testing requirement(s). The contractor shall complete Step Two analysis within 15 days of receiving a written modification to the original Task Order. Step Two analysis may be performed on excess samples collected during Step One, and/or samples remaining at the certified laboratory at the completion of Step One.

c. The following applies for all work performed in conjunction with the above CLINs:

1. The Contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items.
2. Analysis ordered under CLIN 6400TS shall be performed as specified in clause C3.3, with the exception of the timeframe specified in C.3.3c.

The contractor shall have twenty (20) calendar days from the issuance of a written Task Order to complete all testing, analysis and documentation as stated for Step One. The contractor shall have fifteen (15) calendar days to complete all testing, analysis and documentation as stated above for Step Two after receipt of a written Task Order. All original analytical data and chain of custody forms shall be provided to the COR within twenty-five (25) calendar days for step one only, and fifty (50) calendar days for step two of issuance of a written Task Order.

C.3.6 PROVIDING STORAGE CONTAINERS AND RENTAL CHARGES – CLINs 6372, 6374, 6375, 6382, 6384, 6385

a. CLINs 6372, 6374, 6375: The contractor shall provide plastic lined rolloff storage containers for a period of up to thirty (30) calendar days from date of initial placement. The rolloff containers shall have watertight covers and be lockable. Rolloff storage containers may be ordered for any location in or around the pick up points identified in the contract. Initial

placement of rolloff(s) shall be within five (5) calendar days after issuance of a written TO citing any of the above listed CLINs. Disposal of waste in the rolloff will be ordered using the appropriate “bulk” CLIN.

b. CLINs 6382, 6384, 6385: Some rolloffs may be on site for more than thirty (30) calendar days. If the Government requires a rolloff longer than the initial thirty (30) day placement period, it will be ordered by issuance of a written TO using the above listed CLINs. Rental time may be ordered on a month-by-month basis (one (1) ea. equals a one-month rental timeframe of thirty (30) days) or in any timeframe required (2 ea. for 2 months, 3 ea. for 3 months, etc.). If a rolloff is ordered in multiple timeframes and is not required for the complete time ordered, a modification to the TO will be issued to reduce the rental time for the remaining months. For example, the Government orders 6 ea. (6 months) of rental and 3 months and 15 days have elapsed, a modification will be issued to delete 2 months rental. Rental timeframes will not be prorated for unused rental time less than 30 days.

c. The rental period begins on the 31st day after the initial rolloff is placed at the specified location. Ordering of a replacement rolloff does not change the rental period beginning date. The rental period ends on the date the final TO is issued for disposal of the waste stream.

d. The contractor shall weigh empty storage containers prior to use by the Government and provide the COR a copy of a certified weight certificate which shows the weight of each empty storage container at the time of placement. The contractor shall weigh each storage container upon pickup (and provide a copy of the certified weight certificate for each container showing the weight of the storage container and its contents) to the COR. The Government will only pay disposal fees for the weight of the contents.

e. The CLINs listed above will only be ordered by the Government for the convenience of the Government.

C.3.7 LABPACKING SERVICES – CLINs 6321-6323

a. The contractor shall provide all labor, equipment, supplies (including labpack containers), and tools necessary to labpack waste. Labpacking service is on this contract to provide a packaging service to the generator in order to facilitate the turn in of property to the DRMO. This CLIN(s) does not include disposal. This clause shall not relieve the Contractor of the repacking requirements in C.1.2.3 when the Government does not require labpacking services.

b. The Government will order the appropriate labpack CLIN(s) dependent on the anticipated labpack container size required. The contractor shall accept the Government’s container size unless the contractor demonstrates to the COR, prior to commencing the labpacking service, that a different size labpack container(s) is required. When this service is ordered, the Government will provide a list of property to be labpacked with the TO. The list will include chemical name,

weight and volume of each item and anticipated disposal CLIN (for information purposes only). The contractor shall:

(1) Prepare labpacks for chemical waste. This service shall consist of packing compatible chemicals into suitable labpack containers, preparing a comprehensive drum inventory, marking and labeling each labpack in accordance with local, state, and Federal regulations. The Government will order this service on a task order using the labpack service CLIN(s) listed above.

(2) The contractor shall labpack the waste according to chemical compatibility and in compliance with 49 CFR, specifically 49 CFR 173.12. The contractor shall prepare the aforementioned drum inventory. The inventory shall consist of a list of each container placed in the labpack. The list shall specify: 1) description of the contents of each container by chemical or common name of the waste; 2) hazardous constituents causing the item to be a hazardous waste; 3) EPA and state hazardous waste codes assigned; 4) container size; 5) weight of each container and its contents (The contractor shall weigh all items. Actual weight will be used on the labpack inventory.); and 6) Disposal CLIN (provided by COR). Multiple containers of the same waste may be listed as a single line on the inventory list provided; the total number of containers is recorded in association with the container sizes and the total weight of the containers and contents is listed instead of individual container weights. A unique identification number shall be assigned to each completed labpack and this number shall be annotated on the inventory list. One copy of the inventory list shall be attached to the labpack and one copy shall be provided to the COR when packaging is complete.

(3) The contractor shall place appropriate markings and DOT labels on each container, along with an inventory list.

c. The contractor shall be provided a work site, storage area for supplies, and a staging area near the chemical storage facility. When labpacking services are ordered, all work shall be completed within thirty (30) days of written TO issuance.

d. The Government will issue a TO for the disposal of labpacks after the labpacking service is completed. TOs containing the disposal of labpacks will be prepared based on the total weight of each separate CLIN/item packaged in each labpack. The total weight of each separate CLIN/item in the labpack will be determined by the sum of the weights (rounded to the nearest pound) of the individual items assigned that CLIN on the labpack inventory. In order to identify the labpack associated with the CLIN being ordered, the unique number assigned to the labpack will be provided in the item description on the task order. For purposes of labpack removal and contractor invoicing, the items packaged in labpacks by the Contractor under the labpack CLINs are excluded from the small container definition in C.1.2.9.

(End of Section C)

SECTION D
PACKAGING AND MARKING

Ref No.	Title	Reference	Date
D.1	PACKAGING, MARKING & LABELING	DRMS 52.246-9R01	Jun 1999

(End of Section D)

SECTION E
INSPECTION AND ACCEPTANCE

Ref No.	Title	Reference	Date
E.1	INSPECTION OF SERVICES - FIXED PRICE	FAR 52.246-4	Aug 1996
E.2	USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES	DRMS 52.246.9R05	Jan 2000
E.3	CONTRACTOR QUALITY CONTROL	DRMS 52.246-9R06	Jan 2000
E.4	GOVERNMENT INSPECTION	DRMS 52.246-9R03	Jan 2000

(End of Section E)

SECTION F
DELIVERIES OR PERFORMANCE

Ref No.	Title	Reference	Date
F.1	STOP WORK ORDER	FAR 52.242-15	Aug 1989
F.2	GOVERNMENT DELAY OF WORK	FAR 52.242-17	Apr 1984
F.3	PERIOD OF PERFORMANCE - INCLUDING DISPOSAL & REMOVAL	DRMS 52.211-9R06	Nov 2005

Task orders against this contract may be written for a period of eighteen (18) months from date of award or 30 September 2006, whichever is later.

All items shall be removed from the Government facilities within 30 calendar days after issuance of each written Task order, except as noted below.

F.8	OPTION TO EXTEND THE TERM OF THE CONTRACT	DRMS 52.217-9R01	Nov 2005
F.10	EXTENSION OF SERVICES	DRMS 52.217-9R02	Nov 2005

The Government may extend the contract period under this clause and clause I.27 at the end of the base contract period or at the end of either 18-month option period.

F.11	CERTIFICATE OF INSURANCE	DRMS 52.228-9R01	Dec 1995
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(End of Section F)

SECTION G
CONTRACT ADMINISTRATION DATA

Ref No.	Title	Reference	Date
G.2	CONTRACTING OFFICER'S REPRESENTATIVE	DFAR 252.201-7000	Dec 1991
G.5	CONTRACTOR REPRESENTATIVE http://www.drms.dla.mil/special/fillins/g5.doc	DRMS 52.246-9R07	Dec 1995
G.6	REMITTANCE ADDRESS http://www.drms.dla.mil/special/fillins/g6.doc	DRMS 52.242-9R03	Dec 1995
G.7	EPA IDENTIFICATION NUMBER http://www.drms.dla.mil/special/fillins/g7.doc	DRMS 52.246-9R08	Dec 1995
G.10	REPORTING REQUIREMENTS	DRMS 52.211-9R16	Nov 2005
G.11	DOCUMENTATION REQUIREMENTS, DRMS ACCEPTANCE, INVOICING AND TRACKING DRMS	DRMS 52.232-9R01	Mar 2004

(a) Submission of Documentation to Facilitate Acceptance for Payment

(1) The contractor shall submit one complete set of documents per task order to allow acceptance for payment, consisting of the following:

(i) One DRMS Form 1683-1 for each task order, to include all line item numbers from the Task Order (in order), completed through Column 8, except items that undergo final disposal at their first Qualified TSDF shall be submitted with complete tracking data (through Column 14 on the DRMS Form 1683-1).

(ii) All signed return shipping papers (manifests or Bills of Lading as appropriate) from Qualified TSDFs authorized to receive the items as per Clause H.5, DRMS 52.244-9R01, Use of TSDFs and Transporters. Per C.3.1 and C.3.6 a copy of the Compressed Gas Cylinder (CGC) report shall be provided to the COR prior to invoicing. A copy of the CGC report shall also be submitted with the 1683-1.

(2) The above documentation shall be submitted to:

Defense Reutilization and Marketing Service
ATTN: DRMS-BCE
74 Washington Avenue, North
Battle Creek, MI 49017-3092

(b) Acceptance and Invoicing

(1) For purposes of payment only, all disposal/recycling actions are considered accomplished on the date the items are accepted by the initial, properly permitted, qualified TSDF. For 6000 series CLINs, the services are considered accepted on the date the DRMO inputs the pickup date into the DRMS Base Operations Support System (BOSS). Subsequently, the Government will generate and electronically transmit a Disposal Manifest Report(s) (626) covering all items on the task order within 20 days of receipt of the contractor's original submittal. The 626 will be electronically transmitted to the contractor and directly to U.S. Bank for payment. Payment to the contractor will be made through Electronic Funds Transfer (EFT) within 24 to 72 hours of receipt by U.S. Bank. The contractor agrees to a mandatory fee for payments made through U.S. Bank. These fees are payable to U.S. Bank and will be deducted from the contractor's account when U.S. Bank transfers funds to the contractor's bank account. All fees are subject to the terms of the agreement signed with U.S. Bank. The Government will not reimburse the contractor for any fees assessed by U.S. Bank.

(2) Contractor tracking of the 626 submission for payment can be done through their BOSS access or through PowerTrack. For any discrepancies in payment, contact the Contract Specialist or Contracting Officer at DRMS assigned to this contract

(c) Post-Payment Tracking

(1) The contractor agrees to enter disposal information directly into the DRMS Base Operations Support System (BOSS) for all items on the order as the disposal information is received. Contractor access to BOSS may be obtained by the procedures outlined in Clause H.1 Web based BOSS is currently available at the following URL: <https://vesta.dscr.dla.mil/forms90/f90servlet?config=bossprod>. Once the contractor has input disposal information into the Base Operating Support System (BOSS), notification to the responsible Contract Specialist shall be made within 24 hours after order input is complete. Notification to the Contract Specialist may be made by e-mail. The contractor shall indicate in the subject line of the e-mail that disposal input into BOSS has been completed for specified PIIN (contract and task order number). The contractor shall also notify the DRMS

Tracking Department by e-mail at the following address:
Phase2Done@mail.drms.dla.mil

(2) If a discrepancy occurs while inputting into the BOSS, the following steps shall be followed:

(i) If there is a problem with the pickup information input by the DRMO, the contractor shall contact the Contract Specialist for resolution.

(ii) If a contractually required, i.e. a recycling CLIN is not recycled, or a regulatory violation occurs, an e-mail shall be forwarded to the Contract Specialist with a copy to the DRMS Compliance Department, Phase1_2Problems@mail.drms.dla.mil. (Please note: there is an underscore between the 1 and 2)

(iii) A unique or unspecified problem occurs with input into BOSS. The contractor shall e-mail the DRMS Tracking Department with the specifics at Phase1_2Problems@mail.drms.dla.mil. (Please note: there is an underscore between the 1 and 2)

(3) Input of disposal information into BOSS by the disposal contractor shall be within 20 calendar days after the waste has been disposed as outlined in Clause F.3. By signature on this contract, the contractor certifies the disposal data input into BOSS is accurate, complete, and meets all requirements set forth in this contract.

(4) The contractor shall specify in the notification to the Contract Specialist, as indicated in paragraph (c)(1) of this clause, which, if any, of the line items disposed and input into BOSS are PCB items. The contractor shall provide, to the generator and COR, copies of Certificates of Disposal signed by a responsible disposal facility official for all PCB items on a task order.

(5) The Government reserves the right to subsequently review/audit any and all information provided under this clause. This includes all information directly input into BOSS by the contractor. Upon being informed of any deficiencies resulting from the Government review/audit, the contractor shall respond with correcting documentation within 10 calendar days. As outlined in Clause E.4, Government Inspection, DRMS also reserves the right to conduct on site visits to insure compliance with this clause, Clause H.1, and all other pertinent security regulations.

(6) No paperwork in conjunction with Phase II needs to be submitted to DRMS, WITH THE EXCEPTION OF PCB and COMPRESSED GAS CYLINDERS (CGC)

REQUIREMENTS. FOR PCB'S Certificates of Destruction shall be submitted for PCB waste, including cylinders. Per C.3 (d), Certificates of Disposal or Recycling for all gases and empty cylinders shall be required to be submitted. See also C.3.3 (c) and C.3.3 (f) (1). Nevertheless, the contractor shall still required to maintain a complete audit trail for all waste streams. The contractor shall maintain hard copies of all disposal documentation for a period of six years after FINAL PAYMENT UNDER THE CONTRACT. This documentation shall be made available to the Government upon request.

(d) Remedies for Non-Compliance

(1) Failure to submit timely and complete documentation for acceptance of payment on a task order under paragraph (a) above shall result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, may utilize other remedies including those indicated below.

(2) Failure to input timely and complete disposal information into BOSS per paragraph (c) above, including resolution of any discrepancies, may be remedied by the Government using any and all contractual means available. This includes, but is not limited to:

- (i) E.1 Inspection of Services (FAR 52.246-4),
- (ii) I.57 Default (FAR 52.249-8),
- (iii) H.30 Indemnification (DRMS 52.211-9R13),
- (iv) I.80 Warranty of Services (FAR 52.246-20)
- (v) Past performance evaluations utilized in option exercise and future contract award decisions.

(End of Section G)

SECTION H
SECTION H - SOCIAL CONTRACT REQUIREMENTS

Ref No.	Title	Reference	Date
H.1	CONTRACTOR ACCESS TO DRMS BASE OPERATIONS SUPPORT SYSTEM (BOSS), DMF ONLY	DRMS 52.204-9R03	Jul 2004

1. In order to process the tracking and payments of completed task orders more quickly, a contractor shall designate personnel within their organization be assigned a DRMS login to perform input of data into the Base Operations Support System (BOSS). DoD 5200.2-R, DoD Personnel Security Program, requires DoD military and civilian personnel, as well as DoD consultant and contractor personnel, who perform work on sensitive automated information systems (AISs) be assigned to positions that are designated at one of three sensitivity levels (ADP-I, ADP-II, ADP-III). These designations equate to Critical Sensitive, Non-critical Sensitive, and Non-sensitive. DLA has implemented the DoD policy in paragraph 3-101 of DLAR 5200.11, DLA Personnel Security Program.

2. The contractor shall assure that individuals assigned to perform input of data into the Base Operations Support System (BOSS), determined to be an ADP-III position, complete and provide the appropriate information for the investigative requirement. Personnel occupying ADP-III positions require a National Agency Check (NAC), but may be assigned a login authority prior to completion of the investigation. The procedure for requesting a NAC is to complete the Electronic Personnel Security Questionnaire (EPSQ), which is submitted electronically to the Defense Security Service (DSS). The EPSQ may be downloaded from the Defense Security Service Web Site at <http://www.dss.mil>. Go to the home page. You will see a series of menu items on the left side. Click on EPSQ.

a. Scroll down until you see the section downloading EPSQ Version 2.2. Click on the word "Download" in the paragraph. Scroll down to the icon of a feather quill and paper. Click on it. Click on the button that states, "Press to acknowledge the above statement and continue."

b. Click on the download for "Windows 95, 98, NT or 2000 users." This screen gives you four choices. Click on Number 2, "Download a "new" installation of EPSQ."

c. You now have two choices. Click on the “Subject Edition.” Follow the instructions and install the program. The program will establish an icon on your desktop screen.

d. Click on the EPSQ icon. Click on "CREATE" on the toolbar. A menu will come up. Click on "APPLICATION FOR A POSITION OF PUBLIC TRUST (SF 85P)." Then click on NATIONAL AGENCY CHECK (NAC). Fill in the requested information. You can exit out of the program at any time. To go back, just click the icon and select MODIFY from the toolbar and go to the section you want to complete or change. You must supply all requested information (i.e., names, street addresses, dates, amounts, etc.).

e. Two hints: First, the program requests middle names for every person you list. In many cases it is extremely difficult to find out the person’s middle name. You can use MNU (Middle Name Unknown). If it is absolutely impossible to find the first and/or last name of a former supervisor, then use FNU and/or LNU. However, try to supply as many as possible, particularly with family members. Second, you will also be asked dates. The format is YYYY/MM/DD. If you don't know the exact date, use YYYY/MM/??.

f. WARNING: You must supply information going back seven (7) years. Some parts of the EPSQ say to only go back five years. This is because the form was produced by an agency known as DSS (Defense Security Service). This agency no longer conducts the investigations on contractors for computer access. OPM Investigations uses the DSS developed EPSQ; however, the contract provided to them by the Department of Defense (DoD) specifically states that a full seven years are required. OPM Investigations has no choice but to comply with DoD requirements. EPSQ without the full seven years of information will be shredded and no further action taken.

g. Be sure there are no date gaps of 30 days or more on residence and employment history. Employment history also includes periods of unemployment as well (see “7” on the drop-down menu). Gaps of over 30 days will result in the EPSQ not being submitted and no further action will be taken.

h. If you answer “Yes” to the following modules that are actually questions: Modules 7; 16; 17; 18; 19; and 20, please include all requested date(s), amount(s), and location(s). Use the “Remarks” selection on the right-hand side to provide a full explanation of circumstances.

i. When finished, select **VALIDATE** from the toolbar. This will show you if there are any errors, such as date gaps. The validation must show no errors and this sheet must be sent in with the EPSQ.

j. Go to **PRINT** (fourth option from the left) and print off a hard copy of the entire questionnaire. Sign and date the completed form in two places towards the end. The first signature goes on the line just below module 20 with wording of **CERTIFICATION BY PERSON COMPLETING THE FORM**. Go to the second page after that. It has "Authorization for Release of Information." Sign and date on the bottom of this form. There is a third place to sign and is the next to the last page with the statement "Release of Medical Information." This page can be discarded. However, there is one page after the "Release of Medical Information" and this one is required to be submitted.

k. You will also need to be fingerprinted by the local police department, state police, or on a military installation. Be sure to use the standard FBI fingerprint card. The upper left hand corner on the front has "APPLICANT" and the upper right side has a block that states "ORI."

The block will have:

USDISOOOZ
DIS NACC
FT HOLABIRD MD

Or it may have:

USOPMOOOZ
OPM
BOYERS PA

Also, on the back in the lower left hand corner it has FD-258 (REV 5-11-99).
THE FINGERPRINTS MUST BE REGULAR FINGERPRINT INK.
ELECTRONIC FINGERPRINTS WILL NOT BE ACCEPTED.

l. Remember, security will need the questionnaire signed and dated in two locations, the validation sheet, and the fingerprint card. **ALL MUST BE ORIGINALS.** OPM Investigations will not accept faxes or attachments.

m. One additional item is required. A copy of your birth certificate, passport, or naturalization papers unless the EPSQ reflects that you are not a U.S. Citizen. All others must be verified.

n. Remember the four required items:

- i. Complete EPSQ Signed and Dated.
- ii. Validation page showing no errors.
- iii. The correct fingerprint card. An incorrect one, with any deviation from the above, cannot be used. Fingerprints must be done with fingerprint ink. We cannot submit the new electronic or digital fingerprints at this time.

iv. Copy of birth certificate, passport or a copy of the naturalization papers.

o. The above items are mailed to: (see next page)

DRMS DDS (Personnel Security)
ATTN: Paul Cochran
74 Washington Avenue North
Battle Creek, MI 49017-3092

3. The contractor will also need to provide a DRMS Form 1986, Contractor Request for Assignment of a Logon Identifier, to the appropriate Contracting Officer/Contract Specialist.

4. The DRMS Form 1986, can be viewed or downloaded from the following website:
<http://www.drms.dla.mil/special/misc/bossfeb04.pdf>

5. Once a login authority has been assigned, DRMS will notify the contractor and provide detailed instructions for using this login.

6. An offeror who is unable or unwilling to obtain the information listed above will not be eligible to receive the award on this solicitation only.

7. For those offerors/contractors who have no experience with input into the DRMS BOSS, training will be provided at no additional cost.

8. All contractor personnel provided Government furnished computer access shall observe local AIS security policies and procedures as provided by the DSS. Violations of local AIS security policy, such as password sharing, will be evaluated on a case-by-case basis. If the Government has requested removal of contractor employees because of AIS violations, the contractor shall provide an appropriately trained substitute or substitutes within 5 working days. Individuals removed from this contract are removed for the duration of the contract. The contractor shall notify the Contracting Officer within 24 hours, when for reasons of personnel resignations, reassignments, terminations, or

completion of portions of the contract, named contractor personnel no longer require access to Government computers.

H.2 STATEMENT OF EQUIVALENT FAR 52.222-42 May 1989
 RATES FOR FEDERAL HIRES

CLASSIFICATION		BASIC HOURLY RATE
Environmental Technician	GS-07	\$13.49
Truck Driver (Heavy)	WG-08	\$16.08
Heavy Equipment Operator	WG-10	\$17.29
Fork Lift Operator	WG-05	\$13.98
Tractor Operator	WG-05	\$13.98
Laborer	WG-02	\$11.14
Airplane Pilot	GS-11	\$19.97
Secretary III	GS-06	\$12.14
Guard I	GS-04	\$ 9.74

H.3 DEPARTMENT OF LABOR WAGE DRMS 52.222-9R01 Dec 1995
 DETERMINATION

Blank #1: 1996-0223, Revision No. 18 (Wage Determination Number)
Blank #2: 05/23/2005 (Date of Wage Determination Number)
Blank #3: III (Attachment Number of Wage Determination)

H.4 POWERTRACK PAYMENT, DRMS 52.232-9R07 Nov 2003
 APPLICATION AND ACCEPTANCE

Payments under the resulting contract from this solicitation will be made using U.S. Bank, PowerTrack. No payment will be made to the awardee until the application process is complete and the awardee is accepted by U.S. Bank. The awardee shall sign and execute an agreement with U.S. Bank. The awardee must pass compliance with the Patriot Act and the Office of Foreign Assets Control (OFAC) of the Department of Treasury. This is done during the application process with U.S. Bank. The awardee shall contact U.S. Bank and arrange for system set-up, training, and project management/implementation. The awardee must contact Dave Sullivan at U.S. Bank PowerTrack. He can be reached via email at dave.Sullivan@usbank.com or by telephone at 301-293-4228 or Everett Doolittle at everett.Doolittle@usbank.com at phone number 612-973-6156 or 612-803-5619 for applications and questions. Contractors may

also contract Dave Sullivan or Everett Doolittle to get a copy of the Agreement that is signed upon approval for PowerTrack.

Payments can be tracked with your access password once PowerTrack is approved for the awarded contractor. All payments made on this contract through U.S. Bank are subject to a mandatory fee for each payment that is paid on this contract. The fee is paid to U.S. Bank for processing of payment by electronic means (24 to 72 hours). See Clause G.11 for additional information.

H.5	USE OF TSDFS AND TRANSPORTERS	DRMS 52.244-9R01	Dec 2000
H.6	ADDITIONAL TSDFS AND TRANSPORTERS	DRMS 52.244-9R02	Jan 2000
H.10	INCIDENTAL FEES	DRMS 52.211-9R17	Jan 2000
H.16	CONTAINERS	DRMS 52.211-9R01	Oct 1996
H.17	ANTICIPATED REGULATORY CHANGES	DRMS 52.211-9R02	Jan 2000
H.30	INDEMNIFICATION	DRMS 52.211-9R13	May 1998

(End of Section H)

**SECTION I
CONTRACT CLAUSES**

Ref No.	Title	Reference	Date
I.1	DEFINITIONS	FAR 52.202-1	Jul 2004
I.3	GRATUITIES	FAR 52.203-3	Apr 1984
I.4	COVENANT AGAINST CONTINGENT FEES	FAR 52.203-5	Apr 1984
I.5	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6	Jul 1995
I.6	ANTI-KICKBACK PROCEDURES	FAR 52.203-7	Jul 1995
I.7	CENTRAL CONTRACTOR REGISTRATION	FAR 52.204-7	Oct 2003
I.8	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	FAR 52.203-10	Jan 1997
I.9	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12	Sep 2005
I.11	RESERVED		
I.12	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARBMENT	FAR 52.209-6	Jan 2005
I.14	AUDIT AND RECORDS NEGOTIATION	FAR 52.215-2	Jun 1999
I.15	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	FAR 52.215-8	Oct 1997
I.22	FACILITIES CAPITAL COST OF MONEY	FAR 52.215-16	Jun 2003

I.23	WAIVER OF FACILITIES CAPITAL COST OF MONEY	FAR 52.215-17	Oct 1997
I.27	OPTION TO EXTEND SERVICES <u>7 Calendar Days</u> [insert the period of time within which the Contracting Officer may exercise the option].	FAR 52.217-8	Nov 1999
I.28	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	FAR 52.219-6	Jun 2003
I.29	UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8	May 2004
I.32	LIMITATIONS ON SUBCONTRACTING	FAR 52.219-14	Dec 1996
I.36	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1	Feb 1997
I.37	CONVICT LABOR	FAR 52.222-3	Jun 2003
I.38	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	FAR 52.222-4	Jul 2005
I.40	EQUAL OPPORTUNITY	FAR 52.222-26	Apr 2002
I.41	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	FAR 52.222-35	Dec 2001
I.42	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	FAR 52.222-37	Dec 2001
I.43	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	FAR 52.222-36	Jun 1998
I.44	SERVICE CONTRACT ACT OF 1965, AS AMENDED	FAR 52.222-41	Jul 2005

I.46	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	FAR 52.222-43	May 1989
I.50	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	FAR 52.223-5	Aug 2003
I.51	DRUG-FREE WORKPLACE	FAR 52.223-6	May 2001
I.52	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	FAR 52.226-1	Jun 2000
I.54	AUTHORIZATION AND CONSENT	FAR 52.227-1	Jul 1995
I.55	NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHT INFRINGEMENT	FAR 52.227-2	Aug 1996
I.56	FEDERAL, STATE & LOCAL TAXES	FAR 52.229-3	Apr 2003
I.61	SUPPLEMENTAL COST PRINCIPLES	DFAR 252.231-7000	Dec 1991
I.62	PAYMENTS	FAR 52.232-1	Apr 1984
I.64	DISCOUNTS FOR PROMPT PAYMENT	FAR 52.232-8	Feb 2002
I.65	EXTRAS	FAR 52.232-11	Apr 1984
I.66	INTEREST	FAR 52.232.17	Jun 1996
I.68	ASSIGNMENT OF CLAIMS	FAR 52.232-23	Jan 1986
I.69	DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION	DRMS 52.233-9R02	Apr 2000

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) FAR 33.214, Alternate Disputes Resolution techniques in an attempt to resolve the dispute. Litigation will only be considered

as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

If you wish to opt out of this clause, check here[]. Alternate wording may be negotiated with the contracting officer.

<http://www.drms.dla.mil/special/fillins/i69-400.doc>

I.70	DISPUTES (ALTERNATE 1) (DEC 1991)	FAR 52.233-1	Jul 2002
I.71	PROTEST AFTER AWARD	FAR 52.233-3	Aug 1996
I.72	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	FAR 52.237-2	Apr 1984
I.74	RESERVED		
I.75	BANKRUPTCY	FAR 52.242-13	Jul 1995
I.76	CHANGES - FIXED PRICE (ALTERNATE 1)	FAR 52.243-1	Aug 1987
I.79	GOVERNMENT FURNISHED PROPERTY (SHORT FORM)	FAR 52.245-4	Jun 2003
I.80	WARRANTY OF SERVICES <u>Two (2) years from the date of acceptance by the Government</u> [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor, or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time].	FAR 52.246-20	May 2001
I.81	LIMITATIONS OF LIABILITY-- SERVICES	FAR 52.246-25	Feb 1997
I.83	VALUE ENGINEERING	FAR 52.248-1	Feb 2000
I.84	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	FAR 52.249-2	May 2004
I.86	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	FAR 52.249-8	Apr 1984

I.100 ORDERING FAR 52.216-18 Oct 1995

Such orders may be issued from the date of award or 30 September 2006, whichever is later through the end of an 18-month period.

I.101 ORDER LIMITATIONS FAR 52.216-19 Oct 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The contractor shall honor any order exceeding the maximum order limitations unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$100,000.00 ; or

(3) A series of orders from the same ordering office within 20 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

I.102 OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9 Mar 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within seven (7) calendar days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least fourteen (14) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

I.103 INSURANCE - WORK ON A FAR 52.228-5 Jan 1997
GOVERNMENT INSTALLATION

**NOTE: Minimum amounts of insurance referenced in para. (a) above are as follows:

TYPE	AMOUNT
General Liability:	\$1,000,000 per occurrence
Automobile Liability: Comprehensive Form: Bodily Injury Liability	\$200,000 per person & \$500,000 per occurrence
Property Damage	\$1,000,000 per occurrence

I.104 AVAILABILITY OF FUNDS FOR THE FAR 52.232-19 Apr 1984
NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond 30 September 2006. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2006.

I.111 PROHIBITION ON PERSONS CONVICTED DFAR 252.203-7001 Dec 2004
OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES

I.112 DISPLAY OF DOD HOTLINE POSTER DFAR 252.203-7002 Dec 1991

I.113 PROMPT PAYMENT FAR 52.232-25 Oct 2003

I.114 PRICING OF CONTRACT MODIFICATIONS DFAR 252.243-7001 Dec 1991

I.116 ADMINISTRATIVE COSTS OF DLAD 52.249-9000 May 1988
REPROCUREMENT AFTER DEFAULT
Blank \$500

I.118 INDEFINITE QUANTITY FAR 52.216-22 Oct 1995

Contractor shall not be required to make any deliveries under this contract beyond sixty (60) months from the effective date of the contract, subject to the exercise of all options, and the use of all extensions under Clause F.10.

I.119	DRUG-FREE WORK FORCE	DFAR 252.223-7004	Sep 1988
I.120	TRANSPORTATION OF SUPPLIES BY SEA	DFAR 252.247-7023	May 2002
I.121	REQUESTS FOR EQUITABLE ADJUSTMENT	DFAR 252.243-7002	Mar 1998
	Blank #1 <u>Charnis Boards-Bailey</u> (Official's Name) Blank #2 <u>Contracting Officer</u> (Title)		
I.125	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	DFAR 252.247-7024	Mar 2000
I.127	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	FAR 52.219-4	Jul 2005
I.131	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	DFAR 252.223-7006	Apr 1993
I.134	AUTHORIZED DEVIATIONS IN CLAUSES	FAR 52.252-6	Apr 1984
I.138	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	FAR 52.204-4	Aug 2000
I.139	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DFAR 252.209-7004	Mar 1998
I.140	TOXIC CHEMICAL RELEASE REPORTING	FAR 52.223-14	Aug 2003
I.141	DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE	DLAD 52.219-9003	Dec 1997
I.142	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	FAR 52.203-8	Jan 1997
I.143	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	FAR 52.232-33	Oct 2003

(End of Section I)

SECTION J
LIST OF ATTACHMENTS

Ref No.	Title	Reference	Date
J.1	MANIFEST TRACKING LOG DRMS 1683 http://www.drms.dla.mil/special/attachments/drms1683-0302.pdf	Attachment I	Mar 2002
J.2	NON-DRMS HAZARDOUS WASTE MATERIAL MANAGEMENT PAST PERFORMANCE HISTORY DRMS-1989 http://www.drms.dla.mil/special/attachments/1989-oct00.doc	Attachment II	Oct 2000
J.3	<u>DOL WAGE DETERMINATION 1996-</u> <u>0233 (REV 18)</u> http://www.drms.dla.mil/special/sol0612/dolwage18.pdf	Attachment III	May 2005
J.4	WASTE CODE CLIN SELECTION CRITERIA http://www.drms.dla.mil/special/attachments/att4.pdf	Attachment IV	Feb 2006
J.5	CERTIFICATE OF RECYCLING http://www.drms.dla.mil/special/attachments/cert-apr04.doc	Attachment V	Apr 04
J.6	HAZARDOUS WASTE PROFILE SHEET (DRMS 1930) http://www.drms.dla.mil/special/attachments/drms1930.pdf	Attachment VI	Aug 1997
J.7	DISCLOSURE OF LOBBYING ACTIVITIES http://www.drms.dla.mil/special/attachments/sflll-oct00.doc	Attachment VII	Oct 2000
J.8	EVALUATION DATA FOR REJECTED CYLINDERS http://www.drms.dla.mil/special/attachments/cylev.pdf	Attachment VIII	March 2006

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|------|--|---------------|----------|
| J.9 | REPORT OF COMPRESSED GAS
CYLINDERS (INERT AND NON-INERT)
http://www.drms.dla.mil/special/sol0612/attIX.pdf | Attachment IX | Feb 2005 |
| J.10 | COMPRESSED GAS CYLINDER
EVALUATION REPORT
http://www.drms.dla.mil/special/sol0612/attX.pdf | Attachment X | Mar 2005 |
| J.11 | ACCEPTABLE PERFORMANCE LEVEL
(APL)
http://www.drms.dla.mil/special/sol0612/apls.pdf | Attachment XI | |

(End of Section J)

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

Ref No.	Title	Reference	Date
K.0	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FAR 52.252-1	Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>
<http://www.arnet.gov/far/>
<http://farsite.hill.af.mil/>
<http://www.drms.dla.mil/newproc/html/clauses.html>

K.1	PROHIBITION OF SEGREGATED FACILITIES	FAR 52.222-21	Feb 1999
K.4	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	FAR 52.204-8	Jan 2006

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

- | | | | |
|------|--|-------------------|----------|
| K.23 | OFFERS FROM PARTNERSHIPS OR
JOINT VENTURES
http://www.drms.dla.mil/special/fillins/k23.doc | DRMS 52.215-9R01 | Dec 1995 |
| K.28 | SMALL BUSINESS PROGRAM
REPRESENTATIONS (MAY 2004) -
ALTERNATE 1 (APR 2002)
(1) <u>562211</u> [insert NAICS code].
(2) <u>\$10.5 million</u> [insert size standard].
http://www.drms.dla.mil/special/fillins/k28-0601.doc | FAR 52.219-1 | May 2004 |
| K.36 | REPRESENTATION OF EXTENT OF
TRANSPORTATION BY SEA
http://www.drms.dla.mil/special/fillins/k36-892.doc | DFAR 252.247-7022 | Aug 1992 |
| K.44 | DATA UNIVERSAL NUMBERING
SYSTEM (DUNS) NUMBER | FAR 52.204-6 | Oct 2003 |

(End of Section K)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS,
OFFERORS OR QUOTERS

Ref No.	Title	Reference	Date
L.2	SITE VISIT	FAR 52.237-1	Apr 1984
L.3	ALTERNATE A	DFAR 252.204-7004	Nov 2003
L.24	TYPE OF CONTRACT	FAR 52.216-1	Apr 1984
	Blank #1 <u>Firm-Fixed-Price (FFP), Indefinite-Delivery Indefinite-Quantity (IDIQ)</u>		
L.26	DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM *NOTE: DRMS has an approved waiver for Javits-Wagner-O'Day (JWOD)	DLAD 52.219-9002	Dec 1997
L.27	MBA IMPLEMENTATION PLAN	DRMS 52.219-9R01	Jul 1996
L.28	ALTERNATE PROTEST PROCEDURES Blank #1 <u>DRMS-PHE</u> (Office Symbol to send protest)	DRMS 52.233-9R01	Jan 1997
L.32	SERVICE OF PROTEST	FAR 52.233-2	Aug 1996
	Blank #1 <u>Charnis Boards-Bailey, DRMS-PHE, 74 Washington Avenue North, Battle Creek, MI 49017-3092</u> [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]		
L.34	HAND CARRIED AND COMMERCIALY DELIVERED OFFERS	DRMS 52.215-9R02	Nov 2005
	Blank #1 Kathy Smalley, 269-961-4073		
	Blank #2 SP4400-06-R-0012 /May 26, 2006 4:00 p.m.		
	Blank #3 DRMS-PHE, Room 2C-1-1		
	Blank #4 Federal Center		
	Blank #5 74 North Washington Avenue		
	Blank #6 Battle Creek, MI 49017-3092		
L.37	PREAWARD SURVEY	DRMS 52.209-9R01	Dec 1995

L.39	DRMS ELECTRONIC PROPOSAL GUIDANCE	DRMS 52.215-9R03	Nov 2005
L.40	ELECTRONIC (PAPERLESS) PROPOSAL RESPONSE REQUIRED	DRMS 52.215-9R06	May 2000
L.45	AUTHORIZED DEVIATIONS IN PROVISIONS	FAR 52.252-5	Apr 1984
L.46	AGENCY PROTESTS	DLAD 52.233-9000	Sep 1999
L.52	PROPOSAL SUBMISSION (FORMAT AND CONTENT) (HAZARDOUS WASTE DISPOSAL SOLICITATIONS)	DRMS 52.215-9R07	Aug 2004
L.53	PAST PERFORMANCE PROPOSAL Blank #1 [Past Performance Data on Attachment] <u>II</u> Blank #2 [Narrative information regarding conformance Attachment] <u>II</u>	DRMS 52.215-9R24	Sep 2002
L.58	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	DFAR 252.209-7001	Sep 2004
L.59	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	DFAR 252.209-7002	Jun 2005
L.63	IDENTIFICATION OF UNCOMPENSATED OVERTIME	FAR 52.237-10	Oct 1997
L.64	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	ALT 1	Oct 1997
L.64	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	FAR 52.215-1	Jan 2004

(End of Section L)

SECTION M
EVALUATION FACTORS FOR AWARD

Ref No.	Title	Reference	Date
M.2	EVALUATION OF OPTIONS	FAR 52.217-5	Jul 1990
M.11	EVALUATION FACTORS FOR SMALL BUSINESS SET-ASIDE AWARD	DRMS 52.215-9R13	Sep 2004

(End of Section M)